

MORTGAGE

FILED
GREENVILLE CO. S. C.

BOOK 1529 PAGE 157

THIS MORTGAGE is made this 2nd day of January 1981, between the Mortgagor, Kenneth S. Stamey and Nellie B. Stamey (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Four Thousand and No/100 (\$24,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 2, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2001;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

ALL that piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 0.58 acres (excluding road right of way) on a plat entitled "Property of Kenneth S. and Nellie B. Stamey" dated November 19, 1980, prepared by Lindsey & Associates and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8F, page 76 on November 26, 1980, and by an identical plat revised on December 27, 1980 to show house location and to show scale of the original plat; said revised plat being recorded in the RMC Office for Greenville County in Plat Book 8K, page 2 on January 2, 1981; and having according to said plats the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of McElhanev Road and running thence N. 66-07 W., 165.0 feet to an iron pin; thence N. 36-17 E., 218.34 feet to an iron pin; thence S. 66-02 E., 137.0 feet to an iron pin in the center of McElhanev Road; thence running along the center of McElhanev Road as a line the following courses and distances: S. 25-47 W., 75.77 feet to an iron pin, S. 28-59 W., 65.82 feet to an iron pin, and S. 32-14 W., 72.52 feet to the point of beginning.

This being a portion of that property conveyed unto the mortgagors by deed of Donald Johnson and Cathy C. Johnson recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1110, at page 879, on September 6, 1979.

RECORDED IN THE PUBLIC OFFICE OF GREENVILLE COUNTY, SOUTH CAROLINA
ON JAN 14 1981
BY CLERK OF COURTS
\$00.00

which has the address of Rt. 1, McElhanev Road, Taylors, South Carolina 29687 (herein "Property Address");
[Street] [City] [State and Zip Code]

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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